

BILL NO. S-72-08-09

SPECIAL ORDINANCE NO. S- 70-72

AN ORDINANCE approving Agreement for Sewer Extension between Fort Wayne Community School Building Corporation and City of Fort Wayne, for sanitary sewer extension known as Northrop High School Sanitary Lateral Sewer Extension.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The Agreement for Sewer Extension, finally approved July 26, 1972, between FORT WAYNE COMMUNITY SCHOOL BUILDING CORPORATION, as Developer, and the City of Fort Wayne, by and through its Mayor and Board of Public Works, for the construction of a sanitary sewer extension to serve the area known as Northrop High School Sanitary Lateral Sewer Extension, the total cost of said sewer to be paid by Developer, all as more particularly set forth in said Agreement which is on file in the office of the Board of Public Works and is hereby reference incorporated herein and made part hereof, is hereby in all things ratified, confirmed and approved.

SECTION 2. The Developer, and any owner or owners of land, their successors in title and assigns, which is now or hereafter located outside the corporate limits of the City of Fort Wayne, Indiana, who connects into the sewer constructed hereunder shall be deemed to hereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by the City of Fort Wayne of such land or of the territory in which such land is located or of the area served by said sewer.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

  
\_\_\_\_\_  
Councilman

*Approved as to form and legality  
John H. Logan  
Council City Attorney*

Read the first time in full and on motion by Moses seconded by  
Talarico and duly adopted, read the second time by title and  
referred to the Committee on Public Works (and to the  
City Plan Commission for recommendation) (and Public Hearing to be held after due legal  
notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on  
the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock  
P.M., E.S.T.

Date:

8-8-72

Chuck W. Westerman  
CITY CLERK

Read the third time in full and on motion by Moses  
seconded by Hinga and duly adopted, placed on its passage.  
Passed (~~over~~) by the following vote:

AYES	NAYS	ABSTAINED	ABSENT	to-wit:
<u>8</u>	_____	_____	<u>1</u>	
Burns <u>✓</u>	_____	_____	_____	
Hinga <u>✓</u>	_____	_____	_____	
Kraus <u>✓</u>	_____	_____	_____	
Nuckols <u>✓</u>	_____	_____	_____	
Moses <u>✓</u>	_____	_____	_____	
Schmidt, D. <u>✓</u>	_____	_____	_____	
Schmidt, V. _____	_____	_____	_____ <u>✓</u>	
Stier <u>✓</u>	_____	_____	_____	
Talarico <u>✓</u>	_____	_____	_____	

Date

8-22-72

Chuck W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana as ~~(Zoning~~  
Map) (General) (Annexation) (Special) (Appropriation) Ordinance (~~Resolution~~) No. 8-70-72  
on the 22 day of August, 1972.

ATTEST

(SEAL)

Chuck W. Westerman  
CITY CLERK

John Nuckols  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23 day of  
August, 1972 at the hour of 11:00 o'clock A M., E.S.T.

Chuck W. Westerman  
CITY CLERK

Approved and signed by me this 23 day of August, 1972  
at the hour of 3:00 o'clock P M., E.S.T.

Earl H. Heland  
MAYOR

Bill No. S-72-08-07

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance  
approving Agreement for Sewer Extension between Fort  
Wayne Community School Building Corporation and City of  
Fort Wayne, for sanitary sewer extension known as Northrop  
High School Sanitary Lateral Sewer Extension.

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance D PASS.

Winfield C. Moses, Jr., Chairman

William T. Hinga, Vice-Chairman

Samuel J. Talarico

Eugene Kraus, Jr.

Donald J. Schmidt

Winfield C. Moses Jr.  
William T. Hinga  
Samuel J. Talarico  
Eugene Kraus  
O.S. Schmidt

DATE 8-22-72 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE  
BOARD OF PUBLIC WORKS

July 28, 1972

Mr. David B. Keller  
Associate City Attorney  
910 Lincoln Bank  
Fort Wayne, Indiana

Dear Mr. Keller:

Please prepare an Ordinance to be introduced in the Common Council  
Tuesday, August 8, 1972 for the following:

SEWER AGREEMENT with Fort Wayne Community School Building Corporation  
for construction of the Northrop High School Sanitary Lateral Sewer  
Extension.

Yours truly,

Jerry D. Boswell  
Ronald L. Bonar  
William G. Williams  
BOARD OF PUBLIC WORKS

enc. Copy of Agreement

# City of Fort Wayne



ENGINEERING DEPARTMENT

FORT WAYNE, INDIANA

CITY COUNTY BUILDING

July 18, 1972

Mr. John Logan  
Associate City Attorney  
910 Lincoln Bank Tower  
Fort Wayne, Indiana

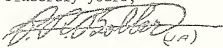
Subject: Agreement for Sewer Extension - Fort Wayne Community School  
System - Northrop High School Sanitary Lateral

Dear John:

Please find enclosed a copy of a reimbursement agreement for the above mentioned subject. Please review, execute and return to this office for further processing.

If there is any questions, please feel free to contact Mr. Wickensheimer of this department.

Sincerely yours,

  
Philip R. Boller, P.E.  
Chief Water Pollution  
Control Engineer

PRB/CW/jw

CC: Board of Works

Enclosure

AGREEMENT FOR SEWER EXTENSION

THIS AGREEMENT, made in triplicate this       day of  
19    , by and between FORT WAYNE COMMUNITY SCHOOL BUILDING CORPORATION,  
hereinafter referred to as "Developer," and the CITY OF FORT WAYNE,  
INDIANA, an Indiana Municipal Corporation, hereinafter referred to as  
"City,"

W I T N E S S E T H:

WHEREAS, the Developer has constructed a 15-inch reinforced  
concrete pipe lateral sanitary sewer, the centerline of which is described  
as follows:

Commencing at an existing manhole in a 15-inch reinforced  
concrete pipe sewer line, the easement for which was  
recorded in Deed Record 684, Page 435, and rerecorded  
at Deed Record 685, Page 479, in part of the Northeast  
Quarter of Section 14, Township 31 North, Range 12 East,  
Allen County, Indiana, at a point 10 feet 6 inches East  
of the East right-of-way line of the Lakeshore & Michigan  
Southern Railroad and 221 feet South of the North line of  
said Northeast Quarter of said Section, Township, and Range,  
as defined by the centerline of Cook Road; thence Northeast-  
erly 390 feet to manhole No. 1 located 30 feet South of the  
centerline of Cook Road and 345.5 feet, more or less, East  
of the said East right-of-way line of the Lakeshore &  
Michigan Southern Railroad; thence East and parallel to the  
centerline of Cook Road 330 feet to manhole No. 2; thence  
East and parallel to the centerline of Cook Road 400 feet  
to manhole No. 3; thence East and parallel to the centerline  
of Cook Road 400 feet to manhole No. 4; and thence South  
at right angles to the centerline of Cook Road 200 feet to  
manhole No. 5, which constitutes the terminus of said lateral  
sewer;

in accordance with plans, specifications, and profiles heretofore submitted  
to the City and now on file in the Office of the Chief Engineer of the Sewer  
Utilities of the City, and known as Northrop High School Sanitary Lateral

Sewer, which plans, specifications, and profiles are, by reference, incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also adjoining land areas.

WHEREAS, the cost of construction of said sewer is represented to be \$15,852.96, composed of \$14,531.20 for construction costs; \$821.76 for engineering and architectural services; and \$500.00 for attorneys' fees.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The Developer has caused said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City under private contract which was let within sixty (60) days after requisite City approval. All work and materials were subject to inspection by City and the right of City to halt construction in the event of noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion and acceptance, said sewer shall become the property of City, and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City; and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including City engineering and inspection fees, and to hold the City harmless from any liability from claims connected therewith.

3. AREA OF DEVELOPER

Said sewer, when accepted by the City, will serve the following described real estate:

Part of the Northeast Quarter of Section 14, Township 31 North, Range 12 East, Allen County, Indiana, in particular described as follows, to wit:

Commence at the Northeast corner of said Section 14, Township 31 North, Range 12 East, as by the intersection of the centerline of U. S. Highway No. 27 with the centerline of the Cook Road defined; thence South 87 degrees 58 minutes West along the North line of the Northeast Quarter of said Section 14 as defined by the centerline of said Cook Road, a distance of 2627 feet to the East right-of-way line of the Lakeshore & Michigan Southern Railroad, said right-of-way line situated 50 feet normally distant Eastward of the centerline of said Railroad as by a single track defined; thence South 1 degree 59 minutes East along the said Railroad right-of-way line by a deflection left of 89 degrees 57 minutes, a distance of 1312.7 feet to the South line of the Northwest Quarter of the Northeast Quarter of said Section 14; thence North 88 degrees 34 minutes East along the aforesaid line and along the South line of the Northeast Quarter of the Northeast Quarter of said Section by a deflection left of 89 degrees 27 minutes, a distance of 2555.6 feet to the West right-of-way line of U. S. Highway No. 27 as established by Project No. 69-4 Section 2-103, said right-of-way line situated 71.8 feet normally distant Westward of said Highway centerline; thence North 0 degrees 48 minutes West along said Highway right-of-way line by a deflection left of 89 degrees 22 minutes, a distance of 577.6 feet to a point situated 60 feet normally distant Westward of said Highway centerline; thence continuing North 9 degrees 17 minutes East along said Highway right-of-way line by a deflection right of 10 degrees 05 minutes, a distance of 153.0 feet to a point situated 30 feet normally distant West of said Highway centerline; thence North 88 degrees 09 minutes East by a deflection right of 78 degrees 52 minutes, a distance of 30 feet to the centerline of U. S. Highway No. 27, said Highway centerline being coincident with the East line of said Quarter Section; thence North 1 degree 51 minutes West along the line aforesaid, a distance of 612.3 feet to the place of beginning; containing 78.966 acres of land.

SUBJECT TO 15 feet off the North border thereof as occupied by the Cook Road.

SUBJECT TO U. S. Highway No. 27 over and upon the North 612.3 feet of the East 30 feet thereof.



SUBJECT TO easements as recorded in Deed Record 573, Pages 24-25, to Indiana & Michigan Electric Company and General Telephone Company; Deed Record 685, Page 479, for sewer; and Deed Record 717, Pages 156-157 for ingress and to adjacent lands.

As the Developer will pay for the cost of construction of said sewer as it pertains to the above-described area, no charge or assessment is made by this Agreement against the above-described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees, and monthly sewage treatment charges as are customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST EXCESS AREA

Said sewer, when constructed and accepted, will also serve the additional or excess area as shown on attached Exhibit "A."

In the event any present or future owner of said described excess area shall at any time within fifteen (15) years after the date of this contract, desire to use said sewer or any extension thereof, whether by direct tap or through the extension or connection of lateral or local lines to service such land; City, through its duly constituted authorities, before permitting such use, shall require by contract or assessment, as may be appropriate, that such owner or owners of said excess area, shown as the shaded area on attached Exhibit "A," pay to City in addition to the cost of standard tap-in and inspection fees, the sum of \$.031329960 per square foot for the area served by each such connection and use, which represents the pro rata share of the cost of the extension of City sewer to said excess area. Exhibit "B," showing charges for properties

in benefited and excess areas subject to charge for construction and use of sewer as of this date, is attached.

The amount so collected by the City shall be paid by City within sixty (60) days of the receipt thereof by City to Developer.

An area connection charge of \$300.00 per acre must be paid to City at the time of connection. This area connection charge is in addition to the local charge as set forth above and represents the cost expended by City for sewer line pertaining to Spy Run Interceptor, Resolution No. 131; Smith Field Interceptor, Resolution No. 167; and additional Spy Run Interceptors, Resolution Nos. 183 and 187; and the area connection charge was determined by resolution of the Board of Works adopted March 14, 1968.

5. BOND

This contract is subject to Developer furnishing a satisfactory Performance and Guarantee Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City, which said Bond has been furnished.

6. LIMITATION ON USE

Said sewer has been constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17, and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Burns Indiana Statutes Annotated, 1968 Supplement, Sections 48-3963, 3964, and 3965), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

FORT WAYNE COMMUNITY SCHOOL BUILDING CORPORATION

By *P. Nelson Dunder*  
Its President

CITY OF FORT WAYNE, INDIANA

By *Ivan A. Lebaroff*  
Ivan A. Lebaroff, Mayor

BOARD OF PUBLIC WORKS

By *J. D. Boonell*

By *Ronald L. B...*

By \_\_\_\_\_

ATTEST:

*Edna J. Smith*  
Clerk

APPROVED AS TO FORM AND LEGALITY

*Jim H. Logan*  
Associate City Attorney

STATE OF INDIANA )

) SS:

COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared FORT WAYNE COMMUNITY SCHOOL BUILDING

CORPORATION by R. Nelson Snider, its President,  
and acknowledged the execution of the foregoing Agreement for Sewer Extension  
as and for its voluntary act and deed for the uses and purposes therein  
expressed.

WITNESS my hand and notarial seal, this 13<sup>th</sup> day of July, 1972.

C. Jean Bumbaugh  
Notary Public

My Commission Expires:

12-23-73

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for said  
County and State, personally appeared the CITY OF FORT WAYNE, INDIANA,  
by Ivan A. Lebamoff, its Mayor, and acknowledged the execution of the  
foregoing Agreement for Sewer Extension as and for its voluntary act and  
deed for the uses and purposes therein expressed.

WITNESS my hand and notarial seal, this 26<sup>th</sup> day of July, 1972

Anna J. Fort  
Notary Public

My Commission Expires:

March 6, 1976

This instrument prepared by Clifford E. Simon, Jr., Attorney at Law.

LORENZO EALERO

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SHOCK ROAD

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COMMUNITY SCHOOLS  
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EXHIBIT "B"

SCHEDULE OF BENEFITED AND EXCESS AREAS

1. Fort Wayne Community School Building Corporation	\$7,926.48
2. Carl and Lela Wyneken	\$6,901.99
3. Cambridge Square	\$1,024.49